U.S. Embassy Ottawa Date: July 28th, 2023

Dear Prospective Offeror:

SUBJECT: Request for Quotation

The US Embassy in Ottawa has a requirement to renovate the kitchen in the designated Deputy Charge' d' Affaires Residence (DCR) at 246 Rockliffe Road in Ottawa. The work shall be done as per attached "Final Kitchen Design Concept" and statement of work. The contractor requires experienced trades persons to execute the work in accordance with Ontario building code requirements and manufacturer installation instructions. The vendor shall furnish all items required as listed in the pricing and detailed requirements section of this RFQ.

Onsite viewing of current layout and proposed layout will be held on the 9th of Aug. 2023, between the hours of 10:00 and 11:00. If you wish to attend, please email procurementottawa@state.gov with company name, vehicle information and all personnel who will be attending on or before 4:00 P.M. August 4th 2023.

In order for a proposal to be considered, you must also complete and submit the following.

- 1. SF-18;
- 2. Section II:

Written Proposals must be submitted in a sealed envelope marked "Proposal Enclosed 19CA5223Q0039 on or before 4:00 P.M. EST on August 28th, 2023, to the address listed below. No proposal will be accepted after this time.

U. S. Embassy-Canada 323 Coventry Road Ottawa, ON, Canada K1K 3X6 To the attention of GSO, Contracting Officer

Electronic offers may be submitted with "Proposal 19CA5223Q0039 Attached" listed in the subject line to the following email address ProcurementOttawa@state.gov on or before 4:00 P.M. EST on August 28th, 2023. No electronic proposal will be accepted after this time.

The U.S. Government intends to award a single purchase order to the responsible company submitting an acceptable lowest price, technically acceptable offer. We intend to award a single purchase order based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

For this procurement action, prospective offerors must be registered within the Central Contractor Registration (CCR) which is now under System for Award Management (SAM). Refer to the following link for details on the registration process: http://www.sam.gov

Questions regarding this solicitation should be submitted on or before August 14th, 2023, to Procurement Ottawa to the following email address ProcurementOttawa@state.gov.

The Embassy appreciates your interest in this solicitation.

Sincerely,

Jennifer Marsh

A/GSO

Contracting Officer

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Section 3

- Solicitation Provisions
- Solicitation Provisions
- Addendum to Solicitation Provisions FAR and DOSAR Provisions not prescribed in Part 12

Attachments:

- U.S. Embassy Drawing Final Layout
- KC- Inspiration Guide

CONTINUATION TO SF-18

RFQ NO: 19CA5223Q0039

Description of Supplies:

The US Embassy in Ottawa has a requirement to renovate the kitchen in the designated Deputy Charge' d' Affaires Residence (DCR) at 246 Rockliffe Road in Ottawa. The work shall be done as per attached "Final Kitchen Design Concept" and statement of work. The contractor requires experienced trades persons to execute the work in accordance with Ontario building code requirements and manufacturer installation instructions.. The vendor shall furnish all items required as listed in the pricing and detailed requirements section of this RFQ.

Pricing and Detailed Requirements

This is a firm-fixed price purchase order. Prices shall include all costs associated with the item and shall also be in Canadian dollars. The contractor shall provide item part number, as applicable. All items are to be delivered to Ottawa, Ontario Canada, complete address for delivery to be provided at time of award.

Item No.	Description	Quantity	Per Unit Price	Total Price
	KITCHEN CABINETS AND			
	COUNTERTOPS AS PER SCOPE	,		
1	OF WORK AND ATTACHED	1		
	SPECIFICATIONS AND			
	DRAWINGS:			
2	DELIVERY TO OTTAWA,	1		
	ONTARIO			
			SUB TOTAL:	
			TAXES:	
			TOTAL:	PAGRAMA TANGSTRUM

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS	THIS RFQ IS X IS NOT A SMALL BUS				SSET	-ASIDE	PAGE OF	PAGES 86	
1. REQUEST N PR1146209				1	3. REQUISITION/PURCHASE REQUEST NUMBER 19CA5223Q0039			4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1			RATING	
	5a. ISSUED BY							6. DELIVER BY (Date)				
U.S. Embassy (Ottawa - Canada P.O.							08/2				
NAME	5b. FC	OR INFORM/	ATION CALL	(NO COL			7. DELIVERY					
INAME				ARE			NE NUMBER	FOB DESTINATION (See Schedule)				
Cory Roma	ain			613	AREA CODE NUMBER 613 688-5414			9. DESTINATION a. NAME OF CONSIGNEE				
Oory Tronne	<u> </u>		8. TO:	10.0	000-3414			U.S. Embassy Ottawa				
a. NAME			b. (OMPAN	MPANY			b. STREET ADDRESS 1145				
								Newmarket Street				
c. STREET ADE	DRESS							c. CITY Ottawa				
d. CITY				e. ST	e. STATE f. ZIP CODE		CODE	d. STATE e. ZIP CODE				
							ON K1B 4N4					
ISSUING O	IRNISH QUOTATION: FFICE IN BLOCK 5a (LOSE OF BUSINESS	ON OR	so indicate costs incurr	on this fo ed in the igin unles	rm and retui preparation is otherwise	m it to to of the se indicate	mation and quotations furnis ne address in Block 5a. This ubmission of this quotation of ed by quoter. Any represent ter.	s reque: or to co	st doe: ntract i	s not commit the G for supplies or serv	overnment to price. Supplies	ay any are of
		1	1. SCHED	ULE (II	clude ap	plicab	le Federal, State and	local t	axes)		
ITEM NUMBER			ES/SERVICE		•		QUANTITY	UNIT UNIT PRICE			AMOUNT	
(a)	SEE CONTINU		(b)				(c)	(d)		(e)		(f)
			12	10 CAL	ENDAR DA	YS (%)	b. 20 CALENDAR DAYS (%) c 30	CALE	NDAR DAYS (64)	d CALEN	IDAR DAYS
12. DISCOUNT FOR PROMPT PAYMENT			. 10 0/12	O OALLINDAN DATO (%)		b. 20 OALLINDAN DATS (70)	0. 30 CALENDAR DATS (%)		NUMBER	PERCENTAGE		
12. DISCOUNT FOR PROMPT PAYMENT									INUMBER	PERCENTAGE		
NOTE: Add	itional provisions	and repre	_		are	a	re not attached.		TUG	2750.70	L	
a. NAME OF Q		TO ADDRES	- OF Q001	<u> </u>	<u>.</u>		14. SIGNATURE OF PERS SIGN QUOTATION	JUN AU	INOP	42ED 10	13. DATE OF	QUOTATION
b. STREET AD	DRESS			_					16	S. SIGNER	<u> </u>	
				a. NAME (Type or print)					b. TELEPHONE			
c. COUNTY					AREA CODE							
d. CITY			e. STAT	E f. ZIP	CODE		c. TITLE (Type or print) NUM			NUMBER	NUMBER	

1. Contractor shall supply countertops Wilsonart – Quartz Marrara Q4026 (or similar) single slab, and backsplash 4"x 12" white subway tile applied horizontally, brick pattern 1/16" grout to match.

Product Data: Contractor shall submit physical samples to customer prior to installation.

Warranties:

Contractor must be able to extend all material warranties for proper fit and functionality to authorized suppliers. Contractor to provide at least three authorized installers. Contractor (at a later date TBD) to verify that cabinets have been installed as per manufacturer instructions and recommendations.

PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services required under this purchase order for the following firm fixed price and within the time specified. All prices in Canadian Dollars. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	media - 5d) - 1 h
VAT	A sun-a
Total Price (including labour, materials, overhead, profit and taxes)	to fine fileste consentration

VALUE ADDED TAX

The Contractor shall include VAT as a separate charge on the Invoice.

EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;

Scope of Work

General requirements.

- 1. Supply new cabinets, countertops, sinks, as per attached "Final Kitchen Design Concept" and general notes. Should there be a discrepancy between the general notes and this scope of work, this scope of work takes precedence. Kitchen Island cabinetry/countertop included.
- 2. All dimensions in the concept drawings are approximate and are to be confirmed by the Contractor prior to ordering any products or materials.

Cabinetry:

Measurements:

The contractor shall be responsible for measuring and verifying the area and perimeter of the kitchen space receiving new cabinets and quartz countertops.

Contractor to prepare the proper 20/20 cabinetry drawings for product orders, installation, etc. 20/20 is the program specific for cabinetry fabrication, supply & installation.

Product Data:

Contractor shall submit physical samples to customer prior to supply!

- 1. Supply all upper cabinets & lower cabinets with the following specifications,
 - a. KitchenCraft Cabinetry (or similar)
 - b. Layout as indicated "Final Kitchen Design Concept"
 - c. Lexington door style https://www.kitchencraft.com/products/lexington
 - d. Maple species in the Alabaster Painted Finish, Door & Drawer profile to match: 5-piece drawer construction
 - e. Natural maple interior
 - f. Full extension drawers with Blum hardware, Dovetail Drawer Construction, 13"D upper cabinets
 - g. All plywood component cabinetry that meets ANSI/HPVA HP-1 standards
 - h. 5/8" plywood sides and top and bottom
 - i. fully concealed, six-way adjustable soft-closing hinge
 - j. KCMA Quality Certified cabinets
 - k. Contractor shall supply toe kicks and end panels as necessary.

Countertop:

- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2021) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

Instructions for 52.212-5

- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT

 STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND

 COMMERCIAL SERVICES
 (OCT 2022)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- (1) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) <u>52.204-23</u>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (5) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (6) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402). (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)). (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note). (5) [Reserved]. (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C). (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C). X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note). (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313). __(10) [Reserved]. (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a). (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). (13) [Reserved] (14)(i) <u>52.219-6</u>, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

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(ii) Alternate I (MAR 2020) of 52.219-6.
          _(15)
  (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
               (ii) Alternate I (MAR 2020) of 52.219-7.
              (16) 52.219-8, Utilization of Small Business Concerns (OCT
  2018) (15 U.S.C. 637(d)(2) and (3)).
          (17)
  (i) <u>52.219-9</u>, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
               (ii) Alternate I (Nov 2016) of 52.219-9.
               (iii) Alternate II (Nov 2016) of 52.219-9.
               (iv) Alternate III (JUN 2020) of 52.219-9.
               __ (v) Alternate IV (SEP 2021) of 52.219-9.
          (18)
  (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
               __ (ii) Alternate I (MAR 2020) of 52.219-13.
           __ (19) <u>52.219-14</u>, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637s).
              (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP
  2021) (15 U.S.C. 637(d)(4)(F)(i)).
              (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-
  Aside (SEP 2021) ( 15 U.S.C. 657f).
          (22)
  (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP
2021) (15 U.S.C. 632(a)(2)).
               (ii) Alternate I (MAR 2020) of 52.219-28.
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(23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically
Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
            (24) 52.219-30. Notice of Set-Aside for, or Sole-Source Award to, Women-
Owned Small Business Concerns Eligible Under the Women-Owned Small Business
Program (SEP 2021) (15 U.S.C. 637(m)).
            (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR
2020) (15 U.S.C. 644(r)).
         (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).
         (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
          X (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN
2022) (E.O.13126).
         (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
        (30)
(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
             (ii) Alternate I (FEB 1999) of 52.222-26.
        (31)
(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
             (ii) Alternate I (JUL 2014) of <u>52.222-35</u>.
        __(32)
(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
             (ii) Alternate I (JUL 2014) of 52.222-36.
         (33) <u>52.222-37</u>, Employment Reports on Veterans (Jun 2020) (<u>38 U.S.C. 4212</u>).
            (34) 52.222-40, Notification of Employee Rights Under the National Labor
Relations Act (DEC 2010) (E.O. 13496).
        (35)
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(i) X 52.222-50, Combating Trafficking in Persons (Nov
  2021) (22 U.S.C. chapter 78 and E.O. 13627).
               (ii) Alternate I (MAR 2015) of <u>52.222-50</u> ( <u>22 U.S.C. chapter 78</u> and E.O.
  13627).
              (36) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive
  Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items
  or certain other types of commercial products or commercial services as prescribed in
  FAR 22.1803.)
          (37)
  (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated
Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of
commercially available off-the-shelf items.)
                _ (ii) Alternate I (MAY 2008) of <u>52.223-9</u> ( <u>42 U.S.C. 6962(i)(2)(C)</u>). (Not
  applicable to the acquisition of commercially available off-the-shelf items.)
            (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential
  Hydrofluorocarbons (Jun 2016) (E.O. 13693).
             (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration
  Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
          (40)
  (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s
13423 and 13514).
               __ (ii) Alternate I (OCT 2015) of 52.223-13.
          (41)
  (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and
13514).
              (ii) Alternate I (Jun2014) of 52.223-14.
              (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY
 2020) (42 U.S.C. 8259b).
          (43)
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(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT
2015) (E.O.s 13423 and 13514).
               (ii) Alternate I (Jun 2014) of 52.223-16.
               (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While
  Driving (Jun 2020) (E.O. 13513).
            (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
            (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
           (47)
  (i) <u>52.224-3</u> Privacy Training (JAN 2017) (5 U.S.C. 552 a).
                (ii) Alternate I (JAN 2017) of <u>52.224-3</u>.
           __(48)
  (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).
                (ii) Alternate I (OCT 2022) of <u>52.225-1</u>.
            _(49)
  (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (OCT
2022) (41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19
U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-
283, 110-138, 112-41, 112-42, and 112-43.
                (ii) Alternate I (JAN 2021) of <u>52.225-3</u>.
                (iii) Alternate II (JAN 2021) of <u>52.225-3</u>.
                (iv) Alternate III (JAN 2021) of <u>52.225-3</u>.
                (v) Alternate IV (Oct 2022) of 52.225-3.
               (50) <u>52.225-5</u>, Trade Agreements (OCT 2019) (<u>19 U.S.C. 2501</u>, et
  seq., 19 U.S.C. 3301 note).
               (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s,
  proclamations, and statutes administered by the Office of Foreign Assets Control of the
  Department of the Treasury).
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- ___(52) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302Note</u>).

 ___(53) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __(54) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (<u>42 U.S.C. 5150</u>).
 - __ (55) <u>52.229-12</u>, Tax on Certain Foreign Procurements (FEB 2021).
- _X_ (56) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- _X_ (57) <u>52.232-30</u>, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (<u>41 U.S.C. 4505</u>, 10 U.S.C. 2307(f)).
- __ (58) <u>52.232-33</u>, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (<u>31 U.S.C. 3332</u>).
- __(59) <u>52.232-34</u>, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
 - __ (60) <u>52.232-36</u>, Payment by Third Party (MAY 2014) (<u>31 U.S.C. 3332</u>).
 - __(61) <u>52.239-1</u>, Privacy or Security Safeguards (AUG 1996) (<u>5 U.S.C. 552a</u>).
- __(62) <u>52.242-5</u>, Payments to Small Business Subcontractors (JAN 2017) (<u>15 U.S.C. 637(d)(13)</u>).

(63)

- (i) $\underline{52.247-64}$, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ($\underline{46}$ $\underline{U.S.C.}$ $\underline{55305}$ and $\underline{10}$ $\underline{U.S.C.}$ $\underline{2631}$).
 - __ (ii) Alternate I (APR 2003) of <u>52.247-64</u>.
 - __ (iii) Alternate II (Nov 2021) of <u>52.247-64</u>.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- __(1) <u>52.222-41</u>, Service Contract Labor Standards (Aug 2018) (<u>41 U.S.C. chapter67</u>).
- __(2) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (MAY 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- __ (3) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- __ (4) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (<u>29U.S.C.206</u> and <u>41 U.S.C. chapter 67</u>).
- ___(5) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- ___(6) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (<u>41 U.S.C. chapter 67</u>).
- ___(7) <u>52.222-55</u>, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- __ (8) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- __ (9) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (<u>42 U.S.C. 1792</u>).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause

or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
- (ii) <u>52.203-19</u>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) <u>52.204-23</u>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (iv) <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) <u>52.219-8</u>, Utilization of Small Business Concerns (OCT 2018) (<u>15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR <u>19.702(a)</u> on the date of subcontract award, the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
 - (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (vii) <u>52.222-26</u>, Equal Opportunity (SEP 2015) (E.O.11246).
 - (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

- (ix) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (JUN 2020) (<u>29 U.S.C. 793</u>).
 - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xi) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) <u>52.222-41</u>, Service Contract Labor Standards (AUG 2018) (<u>41 U.S.C. chapter 67</u>).

(xiii)

- (A) <u>52.222-50</u>, Combating Trafficking in Persons (Nov 2021) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (<u>41 U.S.C. chapter 67</u>).
 - (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) <u>52.222-55</u>, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)

- (A) <u>52.224-3</u>, Privacy Training (Jan 2017) (<u>5 U.S.C. 552a</u>).
 - (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302 Note</u>).

- (xxi) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (JuN 2020) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xxii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (<u>46 U.S.C. 55305</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (FEB 2000). As prescribed in $\underline{12.301}$ (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (OCT 2022). As prescribed in $\underline{12.301}$ (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

- (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (<u>5 U.S.C. App.</u>), or an authorized representative of either of the foregoing officials shall have access to and right to—
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—
- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (A) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Nov 2021) (<u>41 U.S.C. 3509</u>).

- (B) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) <u>52.204-23</u>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (D) <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (E) <u>52.219-8</u>, Utilization of Small Business Concerns (OCT 2022) (<u>15 U.S.C. 637(d)(2)</u> and (<u>3</u>)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR <u>19.702(a)</u> on the date of subcontract award, the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
 - (F) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (G) <u>52.222-26</u>, Equal Opportunity (SEP 2016) (E.O. 11246).
 - (H) <u>52.222-35</u>, Equal Opportunity for Veterans (Jun 2020) (<u>38 U.S.C. 4212</u>).
- (I) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (JUN 2020) (<u>29 U.S.C. 793</u>).
- (J) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (K) <u>52.222-41</u>, Service Contract Labor Standards (AUG 2018) (<u>41 U.S.C. chapter 67</u>).
- (L) ___ (1) <u>52.222-50</u>, Combating Trafficking in Persons (Nov 2021) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
- ___ (2) Alternate I (MAR 2015) of <u>52.222-</u> 50 (22 U.S.C. chapter 78 and E.O. 13627).
- (M) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).

- (N) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (<u>41 U.S.C. chapter 67</u>).
- (O) <u>52.222-54</u>, Employment Eligibility Verification (MAY 2022) (Executive Order 12989).
- (P) <u>52.222-55</u>, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (Q) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
 - (R) (1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (2) Alternate I (JAN 2017) of 52.224-3.
- (S) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302</u> Note).
- (T) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations. (JuN 2020) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (U) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (<u>46 U.S.C. 55305</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

ADD THE FOLLOWING CLAUSE IN FULL TEXT:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

(a) Definitions. As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means-

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;

- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
 - (5) Any trust if-
- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
- (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

- (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.
- (2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—
- (i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and
 - (ii) Comply with paragraph (c)(1) of this clause.
- (d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the

specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

- (e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.
 - (f) Taxes imposed under 26 U.S.C. 5000C may not be—
 - (1) Included in the contract price; nor
 - (2) Reimbursed.
- (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at <u>e-CFR</u> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE TITLE AND DATE

52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-9 PERSO	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR DNNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

EQUIPMENT (NOV 2021)

- 52.228-3 WORKERS' COMPENSATION INSURANCE (Defense Base Act) (JUL 2014)
- 52.228-5 INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.232-40 PROVIDING ACCLERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL ITEMS (JAN 2022)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.215-70 EXAMINATION OF RECORDS

- (a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

 (1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format).
- documents, records, data, premises, and employees, except as limited by law; and
- (2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.
- (b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (c) The Contractor shall insert a clause containing all the terms of this clause, including this <u>paragraph (c)</u>, in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The Contractor shall submit invoices in an original and *I* copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

The Vendor Invoice shall be submitted electronically by email in English to OttawaInvoices@state.gov, referencing the U.S. Embassy Order Number in the "Subject:" of an email. A proper invoice shall include the following information:

☐ Vendor legal name and remittance address
☐ Vendor contact information (Name, Phone, Email)
☐ Order/Contract number (e.g. SCA52517M0000) and/or PR number (e.g. PR1234567)
☐ Invoice date, invoice number, customer number (if applicable)
☐ Description of goods/services, quantity, price and term of performance corresponding to the contract line items (CLINS)
 □ Applicable taxes outlined separately □ Tax registration number
☐ Bill to: U.S. Embassy, Ottawa, ON
(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:
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(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this

contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(a) The COR for this contract is

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS

(NOV 2021) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

ADDENDUM TO 52.212-1

Instructions to Offeror. Each offer must consist of the following:

- 1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- 2. List of clients over the past 2 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Canada then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- 3. Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in Canada or plans to establish an office within 30 days of contract award.
- 4. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- 5. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided
- 6. The offeror's strategic plan for installation of tents services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained:
 - © Plan of ensuring quality of services including but not limited to contract administration and oversight; and
- (a) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or(2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will

make their full text available. In addition, the full text of a clause may be accessed electronically at <u>Acquisition.gov</u> this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at <u>e-CFR</u> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FAR SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>PROVISION</u>	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (OCT 2020)

THE FOLLOWING DOSAR PROVISIONS ARE PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

- (a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:
- (1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.
 - (2) For all others, the Department of State Advocate for Competition at cat@state.gov.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict

confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, ___[insert name] __, at ___[insert telephone and fax numbers] __. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) Prohibition.
- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
 - (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
 - (i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (d) Representation. The Offeror represents that—
- (1)It \square will, X will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
- (2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
- It \Box does, $X\Box$ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
- (e) Disclosures.
- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i) For covered equipment—

- (A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

- (A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

- (A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered

telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

- (a) *Definitions*. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (c) Representations. (1) The Offeror represents that it [] does, [x] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [] does, [x] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under <u>6 U.S.C. 395(b)</u>, applied in accordance with the rules and definitions of <u>6 U.S.C. 395(c)</u>.

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials:
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause <u>52.204-25</u>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in <u>38 U.S.C. 101(2)</u>, with a disability that is service connected, as defined in <u>38 U.S.C. 101(16)</u>.

Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

- (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

- (c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied <u>part 19</u> in accordance with <u>19.000(b)(1)(ii)</u>. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it \Box is, \Box is not a small business concern.

- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \Box is, \Box is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \Box is, \Box is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it \Box is, \Box is not a small disadvantaged business concern as defined in 13 CFR124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \Box is, \Box is not a women-owned small business concern.
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-
- (i) It \Box is, \Box is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ______.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-
- (i) It \Box is, \Box is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It \Box is, \Box is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint

venture:] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents that it \Box is a women-owned business concern.
(9) <i>Tie bid priority for labor surplus area concerns</i> . If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ of this provision.] The offeror represents, as part of its offer, that—
(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It \square is, \square is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Representations required to implement provisions of Executive Order11246-
(1) Previous contracts and compliance. The offeror represents that-
(i) It \Box has, \Box has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It □ has, □ has not filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that-

- (i) It \Box has developed and has on file, \Box has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It \Box has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)

- (i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.
- (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
- (iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
- (iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."
 - (2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
<u> </u>	True Years	Litar stere Sm.
	[List as	necessary]
(3) Domestic	end products containing a cr	ritical component:
Line	Item No	
[List	as necessary]	
(4)The Gover of FAR part 25.	nment will evaluate offers in	n accordance with the policies and procedures
(g)		
		li Trade Act Certificate. (Applies only if the e Agreements-Israeli Trade Act, is included in
(i)		
(iii) of this provision, is		except those listed in paragraph (g)(1)(ii) or d that each domestic end product listed in tical component.
product," "commercial end product," "end product," Trade Agreement coun	ly available off-the-shelf (Co duct," "foreign end product," try end product," "Israeli en	can, Omani, Panamanian, or Peruvian end OTS) item," "critical component," "domestic" "Free Trade Agreement country," "Free d product," and "United States" are defined in an-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement

country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy

American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Country of Origin

Line Item No.

3		
	. 10 - 2 - 3 - 1	
	[List a	as necessary]
those listed in paragrap entitled "Buy American other foreign end produ qualify as domestic end predominantly of iron of these foreign end produ items. If the percentage	th (g)(1)(ii) of this provision) a-Free Trade Agreements-Isracts those end products manual products. For those foreign or steel or a combination of b	es that are foreign end products (other than as defined in the clause of this solicitation raeli Trade Act." The Offeror shall list as afactured in the United States that do not end products that do not consist wholly or both, the Offeror shall also indicate whether stic content, except for those that are COTS anknown, select "no".
Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
1, 1, 0.00	april (* 1 august marijer), se s 19 km - John vik Maris affilm 19 km - Hvist Gustel	mun aprima a ng ada dibina a di panta di a ang ada mala dibina ang ada na sang shina ang La ang sangkasangkasangkasangkasang bangsa
- " Alaki	Jesus gradus signily	Fight Road Read Control of the Contr
	[List a	as necessary]
	fferor shall list the line item onent (see FAR <u>25.105</u>).	numbers of domestic end products that
Liı	ne Item No.	

[List as necessary]

- (v)The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.
- (2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

	Line Item No.	
		The first A. Laft will consum Orden (15 g. manus)
ulge ver egent e		" Libe Teem "
	[List as necessary]	

- (3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
ļ	

Line Item No.	Country of Origin
the constraint of the constrai	and the second s
[List	as necessary]
(4) Buy American-Free Trade Agreeme If Alternate III to the clause at <u>52.225-3</u> is include paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the	
country end products (other than Bahrainian, Ko	s defined in the clause of this solicitation entitled
Free Trade Agreement Country End Pr Moroccan, Omani, Panamanian, or Peruvian End	roducts (Other than Bahrainian, Korean, d Products) or Israeli End Products:

Country of Origin

-			

[List as necessary]

- (5) *Trade Agreements Certificate*. (Applies only if the clause at FAR <u>52.225-5</u>, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Line Item No.

Other End Products:	
Line Item No.	Country of Origin
The state of the s	
in the selection of the	Allow the grant of the control writings of the control with the control of the co
[List as necessary	<i>v</i>]
(iii) The Government will evaluate offers in according procedures of FAR part 25. For line items covered by the WT evaluate offers of U.Smade or designated country end product restrictions of the Buy American statute. The Government will U.Smade or designated country end products unless the Continuer are no offers for such products or that the offers for such the requirements of the solicitation.	O GPA, the Government will ets without regard to the consider for award only offers of racting Officer determines that
(h) Certification Regarding Responsibility Matters (Executif the contract value is expected to exceed the simplified acquire certifies, to the best of its knowledge and belief, that the offero	sition threshold.) The offeror
(1) \square Are, \square are not presently debarred, suspended, prineligible for the award of contracts by any Federal agency;	roposed for debarment, or declared
(2) □ Have, □ have not, within a three-year period pre- of or had a civil judgment rendered against them for: commission in connection with obtaining, attempting to obtain, or performing government contract or subcontract; violation of Federal or stands submission of offers; or commission of embezzlement, theft, for destruction of records, making false statements, tax evasion, vior receiving stolen property;	ion of fraud or a criminal offense ing a Federal, state or local te antitrust statutes relating to the orgery, bribery, falsification or
(3) \square Are, \square are not presently indicted for, or otherwina Government entity with, commission of any of these offenses of this clause; and	
(4) □ Have, □ have not, within a three-year period preany delinquent Federal taxes in an amount that exceeds the threather liability remains unsatisfied.	

- (i) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
 - (1) Listed end products.

Listed End	Product	Listed Countries of Origin		
- 1 k*		and on a sector on	va sa metila metj	
ma <u>a sabra a</u>		. T. g	play tadjibra so godol	

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
- (1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) □ Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- (1) Maintenance, calibration, or repair of certain equipment as described in FAR $\underline{22.1003-4}(c)(1)$. The offeror \Box does \Box does not certify that—

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) Certain services as described in FAR $\underline{22.1003-4}(d)(1)$. The offeror \Box does \Box does not certify that-
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
 - (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

- (1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).
	TIN:
	TIN has been applied for.
	TIN is not required because:
not have inc States and o States;	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does come effectively connected with the conduct of a trade or business in the United does not have an office or place of business or a fiscal paying agent in the United
	Offeror is an agency or instrumentality of a foreign government;
	Offeror is an agency or instrumentality of the Federal Government.
(4) Type of organization.
	Sole proprietorship;
	Partnership;
	Corporate entity (not tax-exempt);
	Corporate entity (tax-exempt);
	Government entity (Federal, State, or local);
	Foreign government;

International organization per 26 CFR1.6049-4;
Other
(5) Common parent.
Offeror is not owned or controlled by a common parent;
Name and TIN of common parent:
Name
TIN
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.
(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at <u>9.108-2(b)</u> applies or the requirement is waived in accordance with the procedures at <u>9.108-4</u> .
(2) Representation. The Offeror represents that—
(i) It \square is, \square is not an inverted domestic corporation; and
(ii) It \square is, \square is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov .
(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR <u>25.703-2(a)(2)</u> with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
- (i) This solicitation includes a trade agreements certification (e.g., <u>52.212-3(g)</u> or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.
- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
- (1) The Offeror represents that it \Box has or \Box does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
- (2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:	ministration is	
Immediate owner legal name:		
(Do not use a "doing business as" name)		
Is the immediate owner owned or controlled	by another entity:	□ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code:
Highest-level owner legal name:
(Do not use a "doing business as" name)
(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.
(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—
(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(2) The Offeror represents that—
(i) It is \Box is not \Box a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(ii) It is \square is not \square a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(r) <i>Predecessor of Offeror</i> . (Applies in all solicitations that include the provision at <u>52.204-16</u> , Commercial and Government Entity Code Reporting.)
(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: (or mark "Unknown").
Predecessor legal name:
(Do not use a "doing business as" name).
(s) [Reserved].
(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (<u>12.301</u> (d)(1)).
(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.
(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].
(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:
(u)

- (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
- (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
 - (2) The Offeror represents that-
- (i) It□ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (ii) After conducting a reasonable inquiry for purposes of this representation, that it \Box does, \Box does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—
- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
- (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
 - (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—
 - (1) It []is []is not a foreign person; and

- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [Offeror shall select one] from the excise tax.
- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—
- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
- (f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.
- (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING DOSAR PROVISION IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
 - (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
 - (2) Discriminating in the award of subcontracts on the basis of religion.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at <u>e-CFR</u> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

U.S. EMBASSY DRAWING FINAL LAYOUT

KC INSPERATION GUIDE

ATTACHMENTS

INVESTIGN OF THE PROPERTY TO DETERMINE TO YOUR SATISFACTION AS TO THE SUITABLIFT OF THE PROPERTY FOR YOUR SPACE REQUIREMENTS, WE ARE NOT LABELED AND ON DATACCEPT ANY LABELLY RELATING TO ANY LOSS OR DAMAGES SUFFIERED AS A DIRECT OR INDIRECT RESULT OF USE OF ANY INFORMATION ON THE DRAWING E TO E: HEVENBEHRIZ VER HELBOXINVEE YND YME LOB INLOBRYLIONYD AND ITTREETED AGE TO A HOUSE FOR HELD BEFANCE ON THE DEFENSE ON

> (2 INTERIOR PULL OUT SHELVES) VITAMIX & CONTAINERS UNDER SINK CHEMICALS & CLEANING SUPPLIES

A8) CABINET DETAILS	
AT) CABINET SCHEDULE	
A6) PROPOSED KITCHEN ELEVATION PLANS ET & E8	
AS) PROPOSED KITCHEN ELEVATION PLANS ES & E6	
A4) PROPOSED KITCHEN ELEVATION PLANS E3 & E4	
A3) PROPOSED KITCHEN ELEVATION PLANS E1 8 E2	
A2) PROPOSED KITCHEN RENDERINGS	
A1) PROPOSED KITCHEN FLOOR PLAN	
03503083	
AS) COVER PAGE & NOTES	
DRAWING INDEX	

DIVIND HAS ITS OWN KEST KICHONS AND STECHTONS. THERE WILL BE MODIFICATIONS TO THIS DESIGN AS EACH CABINET ONDERING ANY CABINETS. PRECEDENT. CONFIRM ALL MEASUREMENTS AT ROUGH-IN BEFORE PROVIDED BY CERTIFIED CABINETRY SUPPLIER ARE TO TAKE IF THERE ARE ANY DISCREPANCIES BETWEEN THE DRAWINGS. DRAWINGS BY CERTIFIED CABINETRY SUPPLIER.

USED IN CONJUNCTION WITH CABINETRY DESIGN/DRAWINGS PROVIDED THESE DRAWINGS HAVE BEEN DESIGNED AS A GUIDELINE AND ARE TO BE IMPORTANT NOTE:

REQUIREMENTS

11 ALL ELECTRICAL WORK TO BE INSTALLED MUST MEET ESA CODE IF MEASUREMENTS ARE ACCURATE

16. DIMENSIONS MARKED +/- ARE THOSE THAT CAN BE ADJUSTED ONSITE

COMMERCED 8 WALL STUDS WHICH WILL BE DETERMINED ONCE DEMOLITION HAS DETERMINED BASED ON THE LOCATION OF ALL PLOOR FLOOR POINTS

15 LOCATION OF ALL DRAINS, VENTS, AND PLUMBING WILL BE COCATIONS SMITCHES, AND LIGHT FIXTURES ARE SHOWN AT APPROXIMATE

14. ALL PLUMBING, MECHANICAL DUCTS, ELECTRICAL OUTLETS, FIRE SAFETY REQUIREMENTS

13. SEE ENGINEERING DRAWINGS FOR ALL ELECTRICAL, PLUMBING, 8. 12. RUBBLE FROM DEMOLITION MUST BE DISPOSED OF OFF-SITE

CONDITIONS IN FIELD AND REPLACE ALL HARDWARE THAT DOES NOT

APPLICABLE CODES, CONTRACTOR SHALL VERIFY EXISTING 11. ALL NEW AND EXISTING DOOR HARDWARE SHALL COMPLY WITH

RELOCATION OF WALLS, DOORS, SWITCHES, AND RECEPTACLES 10. PATCH ALL HOLES LEFT BEHIND IN WALLS FROM THE REMOVAL OR

DEMOLITION AND CONSTRUCTION OR EXISTING CONDITIONS ENCLOSURES AS REQUIRED DUE TO DAMAGE CAUSED BY

4. PATCH AND REPAIR EXISTING FLOORS, WALLS, AND COLUMN THROUGHOUT DEMOLITION AND CONSTRUCTION

8. ALL EXISTING SURPACES TO REMAIN ARE TO BE PROTECTED FIRE KATINGS

7. ALL PENET KATIONS AND OPENINGS SHALL MEET WALL ASSEMBLY DISCREPANCIES TO DESIGNER PRIOR TO PROCEEDING WITH WORK DIMENSIONS AND CONDITIONS ON SITE AND REPORT ANY DOCUMENTS, CONTRACTORS SHALL CHECK AND VERIFY ALL DRAWINGS, AS WELL AS ANY OTHER PERTINENT CONTRACT

ARCHITECTURAL, MECHANICAL, ELECTRICAL, CIVIL, AND SITE 6. THESE DRAWINGS SHALL BE USED IN CONJUNCTION WITH CONFIRMED ON SITE

DRAINAGE, HYAC, FIRE PROTECTION COMPONENTS TO BE 5. EXACT LOCATION OF ALL MECHANICAL, ELECTRICAL, PLUMBING, AND MILH THE DESIGNER

OF DRAWINGS WILL BE ACCEPTED PLEASE VERIFY INFORMATION 4 DO NOT SCALE DRAWINGS, NO CONCLUSIONS DERIVED BY SCALING

QUANTITIES WHEN PURCHASING PRODUCTS. 3. CLIENT TAKES FULL RESPONSIBILITY TO CONFIRM DIMENSIONS AND

ORDERING ANY PRODUCTS OR MATERIALS. 2. CLIENT IS TO CONFIRM ALL MEASUREMENTS ONSITE PRIOR TO ONSIDE BY CONTRACTOR.

1. ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE CONFIRMED GENERAL NOTES:

STAINLESS STEEL BACKSPLASH ON THIS WALL	(S)
SPICE AND GRAINS CABINET	•
SERVICE TRAYS AND OTHER (2 INTERIOR PULL OUT SHELVES)	(1)
REPRESENTATIONAL COFFEE, TEAS, FILTERS, ETC	0
REP FOOD AREA (2 INTERIOR PULL OUT SHELVES)	(1)
REP FOOD AND BAKING EQUIPMENT (2 INTERIOR PULL OUT SHELVES)	(61)
POTS (10 PLUS), CERAMIC POTS (5), BRAISING PANS, ETC	(1)
GLASSES, PLATES, OTHER BOWLS, CUPS ETC	0
OLASSES AND PLATES	©
GARBAGE (INTERIOR SLIDE OUT WASTE BIN ACCESSORY)	(i)
FLOATING WOOD SHELF FOR DISPLAY & ADDITIONAL STORAGE ON EITHER SIDE OF WINDOW, 8"/10" DEEP	@
FINISHED END WITH PANEL	61
FILLER	(1)
EXTRA STORAGE	©
DCM WARES STORAGE	0
DCM STORAGE (2 INTERIOR PULL OUT SHELVES)	(3)
DCM FOOD AND STORAGE INTERIOR PULL OUT PANTRY UNIT	(1)
CUTTING BOARDS	0
CUTLERY, UTENSILS, CHEF UTENSILS, AND COOKING ITEMS	(P3)
CLOTHS AND GLOVES	(2)
CLOSED CORNER CABINET WITH SHELVING	(0)
CABINETS 34"H (TO COUNTERTOP) TO FIT UNDER EXISTING WINDOW SIL & SHUTTERS	©
CABINETS & TOE KICK TO BE REMOVED BETWEEN 1" GABLES TO FIT FUTURE UNDER COUNTER REFRIGERATOR	0
CABINETS & GABLES FOR DISHWASHERS 21"D	(L)
CABINET APPROX 32°D RECESSED INTO WALL IN EXISTING OPENING	•
CABINET 20"D TO HOUSE MICROWAVE	③
4" GABLE WITH ELECTRICAL OUTLET FINISHES ALL SIDES	•
SHARPED ALL EDGEE STAINLESS STEEL FINISH ON EXPOSED EDGE STAINLESS STEEL FINISH ON EXPOSED EDGE	©
FINISHED ALL EDGES 3/4" GABLE	©
FOODS, SPICES, AND STORAGE	③

KITCHEN NOTES SCHEDUAL

(1)

(L)

44 1/2"W X 32 3/16"D X 31"H (WITHOUT WHEELS)

NEW PROFESSIONAL 2.0 STAINLESS STEEL PREP

EXISTING SUBZERO 48" CLASSIC SIDE-8Y-SIDE

EXIZIING GARLAND OF SERIES 60" GAS RANGE

HEATED HOLDING & PROOFING CABINET

APPLIANCE NOTES SCHEDUAL
EXISTING 24"E SERIES TRANSITIONAL

MIN CABINET SIZE 21"W BOWL 21"L X 11"M X 10"D PLAN FOR FUTURE UNDER COUNTER

49"W × 26 3/16"D × 84"H

MEW PRO 2.0 STAINLESS STEEL SINK

16"W × 26 3/16"D × 84"H

EXISTING PANASONIC MICROMAVE

MODEL BI-485/5 REFRIGERATOR / FREEZER

MEED 30 3/4" TO REAR WALL

73 15/16"W X 21"D X 32 1/2"H

6" CLEARANCE AT REAR

MODEL: GF60-6624CR

MODEL CS024TE/S/TH

TIX MIXT HTIM JJATEN H.++X 0.5'16 X M.8/5 LZ

EXIDENCE CS 3 SERIES
23 1/2"W X 21 1/2"D X 11 7/6"H

CONVECTION STEAM OVEN

H.98 X 0.7/1 6 X M.91/1 69

EXISTING HOBART DISHWASHER

MODEL TUC-44-HUC

-01 X .LI X .EE TMOE

MIN CAB SIZE: 34"W

MODEL NN-ST975S

MODEL: TBC

MODEL LXER

774"08 @ 0"04 X W"ET

EXISTING HOOD FAN

REFRIGERATOR

12-011X2299

(01)

(b)

(0)

1

9

(3)

(1)

(3)

(2)

1

0-4

:T33H6

AND SCALE :ETY29

02/19/2022

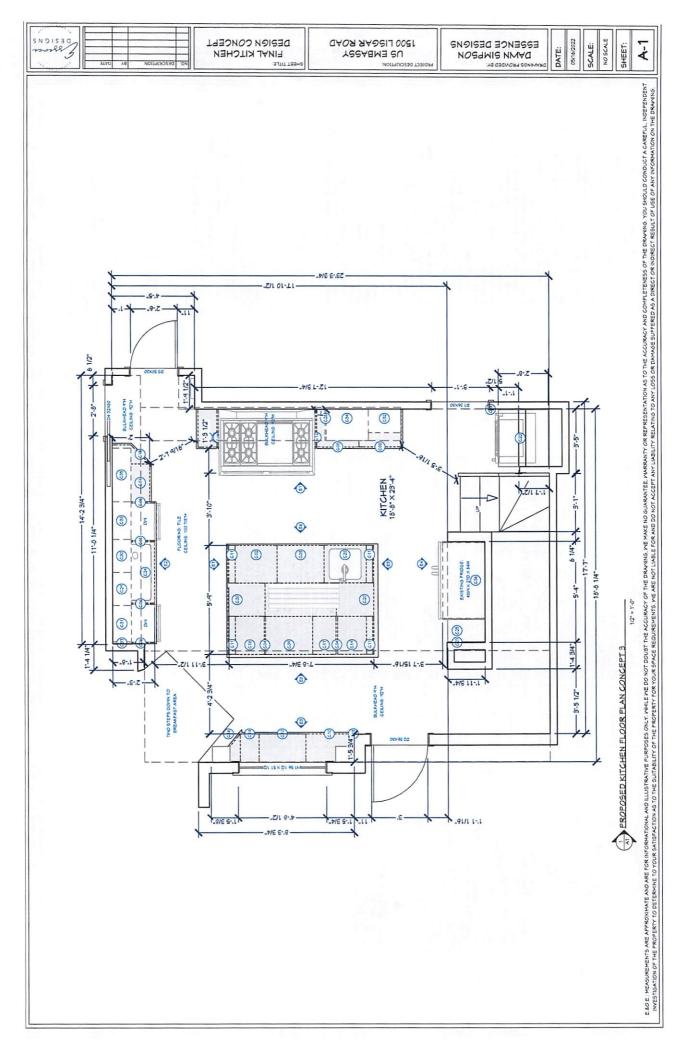
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DAMN SIMPSON
ESSENCE DESIGNS

US EMBASSY 1500 LISGAR ROAD

FINAL KITCHEN
DESIGN CONCEPT





NO SCALE A-2 SHEET:

E & DE : MESUREMENTS ARE APPROXIMATE AND ARE FOR INFORMATIONAL, AND ILLUSTRATIVE PURPOSES ONLY, WHILE WE DO NOT DOUBT THE ACCURACY OF THE DRAWING, WE MAKE NO GUARANTE, WARRANTY OR REFRESENTATION AS TO THE SULTABLITY OF THE FROPERTY FOR THORSEAT FOR YOUR SPACE REQUIREMENTS. WE ARE NOT LAGELT ANY LABILITY OF THE FROPERTY TO PETERMENT OF USE OF ANY INFORMATION ON THE DRAWING.

05/16/2022

SCALE:









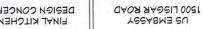












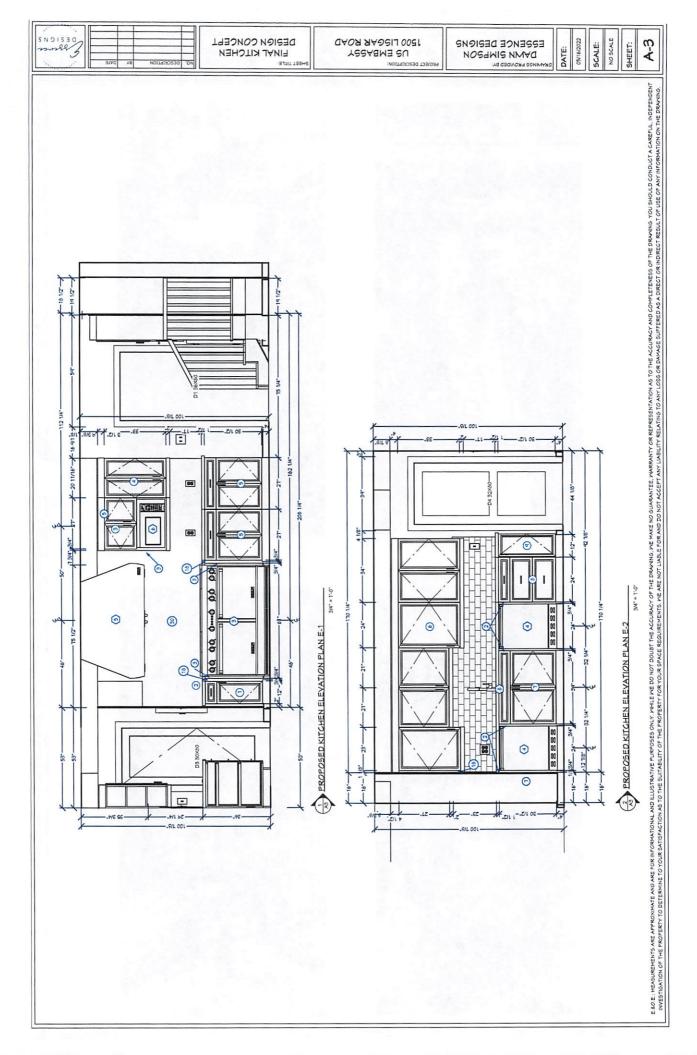


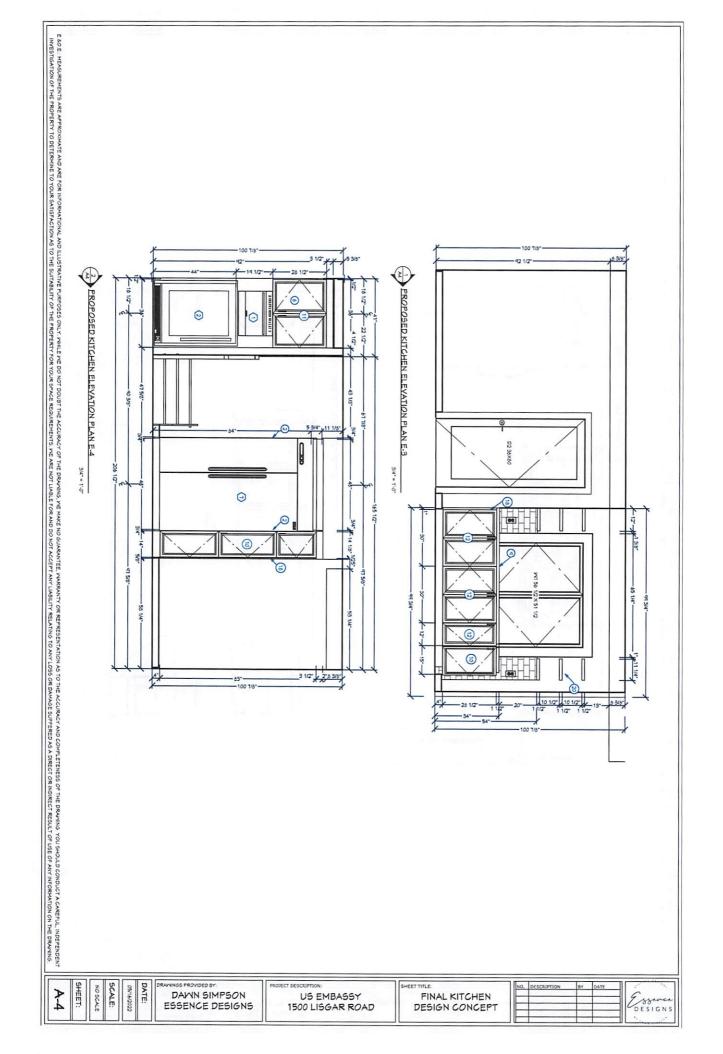


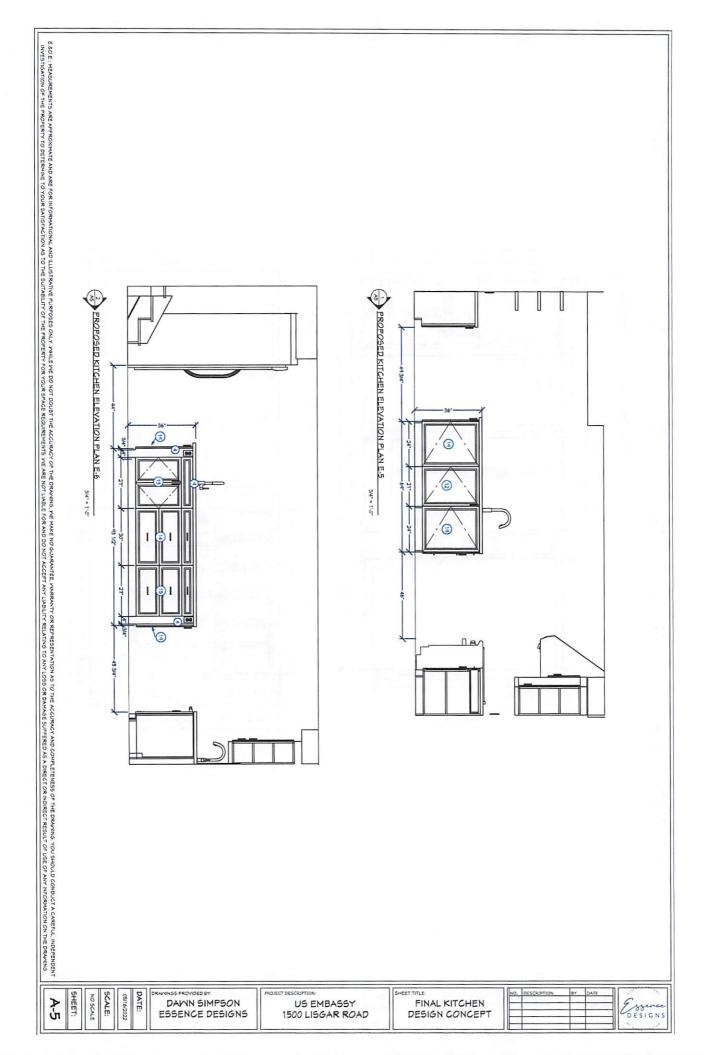


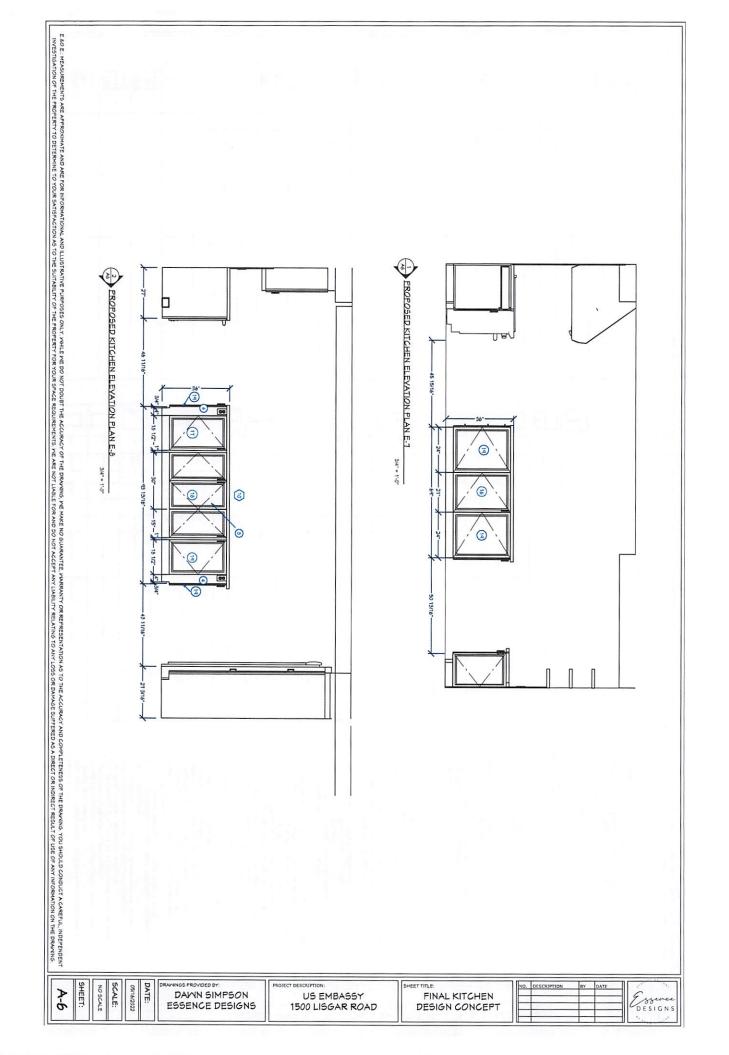




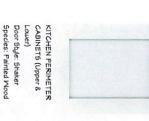








E AD E: HEJSUREMENTS AND ARE FORDINATE AND ARE FOR INFORMATIONAL AND ELUSTRATHE PURPOSES ONLY. PHELE PICE DO NOT DOUST THE EXCURMANT OF THE DRAWINS, PE WARE NO GUARANTEE, WARRANTY OR REPRESENTATION AS TO THE ACCURMANT AND COMPLETENESS OF THE DRAWINS, TOU SHOULD CONDUCT A CAREFUL, INDEPENDENT INVESTIGATION OF THE PROPRETY TO DETERMINE TO THAT FOR THE FORMAND DO NOT ACCEPT ANY LUGLITY RELATING TO NAY LOSS OR DAVIAGE SUFFERED AS A DIRECT OR HIGHRANT OF THE PROPRETY FOR YOUR SHALL FOR AND DO NOT ACCEPT ANY LUGLITY RELATING TO NAY LOSS OR DAVIAGE SUFFERED AS A DIRECT OR HIGHRANT OF THE PROPRETY FOR YOUR SHALL FOR AND DO NOT ACCEPT ANY LUGLITY RELATING TO NAY LOSS OR DAVIAGE SUFFERED AS A DIRECT OR HIGHRANT OF THE PROPRETY FOR YOUR SHALL FOR AND DO NOT ACCEPT ANY LUGLITY RELATING TO NAY LOSS OR DAVIAGE SUFFERED AS A DIRECT OR HIGHRANT OF THE PROPRETY FOR YOUR SHALL FOR AND DO NOT ACCEPT ANY LUGLITY RELATING TO NAY LOSS OR DAVIAGE SUFFERED AS A DIRECT OR HIGHRANT OF THE PROPRETY FOR YOUR SHALL FOR AND DO NOT ACCEPT ANY LUGLITY RELATING TO NAY LOSS OR DAVIAGE SUFFERED AS A DIRECT OR HIGHRANT OF THE PROPRETY FOR YOUR SHALL FOR AND DO NOT ACCEPT ANY LUGLITY RELATING TO NAY LOSS OR DAVIAGE SUFFERED AS A DIRECT RESULT OF USE OF ANY INFORMATION OF THE PROPRETY FOR YOUR SHALL FOR AND DO NOT ACCEPT ANY LUGLITY RELATING TO NAY LOSS OR DAVIAGE SUFFERED AS A DIRECT RESULT OF USE OF ANY INFORMATION OF THE PROPRETY FOR YOUR SHALL FOR AND DO NOT ACCEPT.	CO PARTY IN THE PARTY OF THE PA	CIT main. 1 19. 37. No part cated strong nature (South Constituted of strong nature (South Constituted	CA PAGES 1 19 U. St. CAMMAT PERFORMANCE CONCURRENCE ACT TOTAL PARTIES CONCURRENCE ACT TOTAL PART	C11 Paging 1 fl. In. No. 19. Pres Crowds. Instance ut the Committee of the	1)	COS PPT 2 IN: 34: No. Beet Colored TALES	C1) FR 7. FR PASS CAPACITY OF BANKGROODS	CAN GEG 1 20. Nr. Nr. Nr. 1946 Created, solutions by the distribution of distributions of the desired constraints.	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	CON SELL 4 Pr. 31. Pr. 1995 CARNELL STATE TO DEMANDER RETACTUDOS BELL 1 11. 31. Pr. 1995 CARNELL STATE TO DEMANDER RETACTUDOS BELL 1 11. 31. Pr. 1995 CARNELL STATE TO DEMANDER RETACTUDOS	COS DI J. Nr. Nr. Bret Creat. Date Distribution Constitution Constitut	GE GS TO THE CAME CAME CAME CAME CAME CAME CAME CAM	1 1 11 24 24 24 24 24 24 24 24 24 24 24 24 24	OTY PHOTH DEPTH PESSA
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Colour. White

(or equivalent) WITH NON-SLIP BASKETS REV-A-SHELF SLIDING PANTRY



(or equivalent) BASE PANTRY PULL OUT FOR SPICES



(or equivalent)



JTENSIL DRAWER INSERT



(or equivalent) RAY DIVIDERS

(or equivalent) PULLOUT WASTE BIN

(or equivalent) UNDER SINK GARBAGE BIN

E BO E. HEASUREMENTS ARE APPROXIMATE AND ARE FOR INFORMATIONAL AND ILLUSTRATIVE PURPOSES ONLY. WHILE ME DO NOT DOUBT THE ACCURACY OF THE DRAWING, ME MAKE NO GUARANTEE, MARRANTY OR REFRESENTATION AS TO THE ACCURACY AND COMPLETENESS OF THE DRAWING YOU SHOULD CONDUCT A CAREFUL, INDEPENDENT NEWSTIGATION OF THE PROPERTY FOR YOUR SATISFACTION AS TO THE SUTFABILITY OF THE PROPERTY FOR YOUR SATISFACTION AS TO THE SUTFABILITY OF THE PROPERTY FOR YOUR SATISFACTION OF THE FROM YOUR SATISFACTION OF THE PROPERTY FOR YOUR SATISFACTION OF THE FROM YOUR SATISFACTION OF THE FROM YOUR SATISFACTION OF THE PROPERTY FOR YOUR SATISFACTION OF THE FROM YOUR SATISFACTION OF THE FROM YOUR SATISFACTION OF THE PROPERTY FOR YOUR SATISFACTION OF THE FROM YOUR SATI



(or equivalent)

PULL OUT BASE DRAWER



IF MEASUREMENTS ARE ACCURATE



HMPORIANT NOTE:

THESE DRAWNIGHAVE BEEN DESIGNED AS A GUIDELINE AND ARE TO BE
USED IN CONJUNCTION WITH CABINETRY DESIGNURAWINGS PROVIDED
BY CERTIFIED CABINETRY SUPPLER.

THERE WILL BE MODIFICATIONS TO THIS DESIGN AS EACH CABINET BRAND HAS IT'S OWN RESTRICTIONS AND SPECIFICATIONS.

A1) PROPOSED KITCHEN NEDOR NUN.
A2) PROPOSED KITCHEN NENDERNIOS
A3) PROPOSED KITCHEN NELVATION PLANS E1 & E2
A4) PROPOSED KITCHEN NELVATION PLANS E5 & E6
A5) PROPOSED KITCHEN NELVATION PLANS E7 & E6
A6) PROPOSED KITCHEN NELVATION PLANS E7 & E6
A7) CABINET SEALEDLIE
A3) CABINET SEALEDLIE
A4) CABINET SEALEDLIE

GENERAL NOTES

- ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE CONFIRMED ONSITE BY CONTRACTOR.
 CLIENT IS TO CONFIRM ALL MEASUREMENTS ONSITE PRIOR TO
- ORDERING ANY PRODUCTS OR MATERIALS.

 3. CLIENT TAKES FULL RESPONSIBILITY TO CONFIRM DIMENSIONS AND
- QUANTITIES WHEN PURCHASING PRODUCTS.

 4. DO NOT SCALE DRAWINGS. NO CONCLUSIONS DERIVED BY SCALING
 OF DRAWINGS WILL BE ACCEPTED PLEASE VERIFY INFORMATION
- 5. EXACT LOCATION OF ALL MECHANICAL, ELECTRICAL, PLUMBING, AND DRAINAGE, HVAC, FIRE PROTECTION COMPONENTS TO BE
- DRAWNOS, AS WELL AS ANY OTHER RETENENT CONTRACT
 DOCUMENTS CONTRACTORS SHALL CHECK AND YERRY ALL
 DIMENSIONS AND CONDITIONS ON SITE AND REPORT ANY
 DISCREPANCIES TO DESIGNER PRIOR TO PROCEEDING WITH WORK
 T. ALL FIRST FRANDOS AND OPENINGS SHALL MEET WALL ASSEMBLY
 FIRER RAYINGS
 8. ALL ENSTRING SHEPPACES TO REMAIN ARE TO BE PROTECTED
 THROUGHOUT DEMOLTROW AND CONSTRUCTION 6. THESE DRAWINGS SHALL BE USED IN CONJUNCTION WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, CIVIL, AND SITE

- REALCHMES AS REDAING FLOORS, WALLS, AND COLUMN
 ENCLOSURES AS REQUIRED DUE TO DAMAGE CAUSED BY
 DENOLITION AND CONSTRUCTION OR ENSING CONDITIONS
 TO PATCH ALL HOLES LETT BEHIND IN WALLS FROM THE REMOVAL OR
 RELOCATION OF PAULTS, DOORS, SAYTICHES, AND ENCEPTACLES
 11. ALL HEM AND EXERTING DOOR HARDWARE SHALL COMEY WITH
 PEPILORATE CODES CONTRACTOR SHALL VESIENT ENSING
 CONDITIONS IN FIELD AND REPLACE ALL MARDWARE THAT DOES NOT
- 13. SEE ENGINEERING DRAWINGS FOR ALL ELECTRICAL, PLUMBING,& 12. RUBBLE FROM DEMOLITION MUST BE DISPOSED OF OFF-SITE FIRE SAFETY REQUIREMENTS
- 14. ALL PLUMBING, MECHANICAL DUCTS, ELECTRICAL OUTLETS, SWITCHES, AND LIGHT FIXTURES ARE SHOWN AT APPROXIMATE
- 15. LOCATION OF ALL DRAINS, VENTS, AND FLUMBING WILL BE DETERMINED BASED ON THE LOCATION OF ALL FLOOR FLOOR JOISTS & WALL STUDS WHICH WILL BE DETERMINED ONCE DEMOLITION HAS
- 16. DIMENSIONS MARKED +/- ARE THOSE THAT CAN BE ADJUSTED ONSITE
- 17. ALL ELECTRICAL WORK TO BE INSTALLED MUST MEET ESA CODE REQUIREMENTS

ORDERING ANY CABINETS.

IF THERE ARE ANY DISCREPANCIES BETWEEN THE DRAWINGS. DRAWINGS PROYIDED BY CERTIFIED CABINETRY SUPPLIER ARE TO TAKE PRECEDENT. CONFIRM ALL MEASUREMENTS AT ROUGH-IN BEFORE

AO) COVER PAGE & NOTES

SHEET: DATE: SCALE: NO SCALE 05/16/2022

7-7

DAWN SIMPSON ESSENCE DESIGNS

US EMBASSY 1500 LISGAR ROAD

FINAL KITCHEN DESIGN CONCEPT NO. DESCRIPTION BY DATE











What's your kitchen style?

Given how much time we spend in them – cooking, celebrating or just hanging out – today's kitchens must function for the way we live, but more importantly, they must feel personal.

So when it comes to defining your personal style, what says "home" to you?

Do you lean more towards a modern aesthetic or does a traditional inspired setting soothe your sou!? No matter where you are on the style spectrum – with Kitchen Craft – you're sure to find a look that's a reflection of you and your home.





KITCHENCRAFT.COM



The simple life.



door style: Gentry species: MDF finish: Stillwater

door style: Gentry species: Maple finish: Frappe

FOR MORE FINISH OPTIONS:

Visit kitchencraft.com/products





This stunning kitchen celebrates the core principals of Scandinavian design with a clean-line, minimalistic setting that seeks to combine functionality with beauty.

To balance the bright white walls, a nature inspired colour palette was selected for the cabinetry featuring a soft watery blue and a warm light toned maple island.

Additional texture was threaded through the kitchen by lining maple Frappe within the wall open shelf area and behind the glass doors.

KITCHENCRAFT.COM



















In addition to our wood crafted storage solutions, we also ofter a clean sleek line called Affinity. All Affinity storage solutions are constructed with a dark grey metal frame. This dynamic collection pairs nicely with many contemporary door styles. Affinity - storage with style.

as comfort of use. All of our storage accessories glide out with ease interior storage solutions are designed to provide efficiency as well Imagine finding what you want when you need it! Kitchen Craft's to reveal your cabinet's contents, making accessibility a breezel

No more hide and seek

FOR MORE STORAGE SOLUTIONS:

Visit kitchencraft.com/interiors

9 Two Drawer Base
Our deep drawer storage can
accommodate up to 45" in width.

02 96" Tall Dispensa Pantry Pull-out This pantry fully extends allowing you to access from either side. Take stock of your pantry at a glance without buying a duplicate item again!

03

Corner Wall Twister
Rotating shelves turn 360°
in this 40" High Cabinet.

05 supplies portable.

90 and storage components are adjustable to suit your organizational needs. Base Pull-out Create dedicated prep storage for your knives and utensils. Shelves

Maximize your pantry's storage with both door mounted and roll-out shelving.

04

96" Tall Pantry Pull-out

Cleaning Caddy
Removable side tray lifts out
easily, making your cleaning

80 one zone.

07 Two bins helps you manage waste and recycling all in Double Waste Bin Pull-out

09

Spice Rack
Shelves are adjustable
to fit taller spice jars.

Lemans Blind Corner Shelves
Perfect for storing large pots and
serving dishes, these shelves
extend and rotate completely out
of your corner cabinet for easy
access.

6 guards and nonslip shelf surface keeps contents in place. Corner Easy Reach Rotating shelves turn 360°. Fence



Modern farmhouse

The best memories are often made over a meal. Make your island equally unforgettable with a statement piece like this. The artisan brush strokes of the Weathered State finish give this island a sense of history, like it's always been there, yet the aluminum glass doors add a modern edge.

A Little Bit Country. The beefy posts and open shelving at the end of the island give the appearance of a farm table.

Think Differently. Deep drawers are an optional location to house your plates. Drawer plate organizers keep plates in place and allow you to easily carry the stack right over to the table. door style: Elan species: Maple

finish: Winter, Alabaster, and Weathered Slate

door style: Aluminum Frame, Profile 3

finish: Brushed Stainless glass insert: Clear Glass



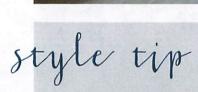






There's always room for one more.

If you have a big family or piles of friends who love to drop by, consider incorporating banquette seating into your kitchen. The benefit of opting for bench seating is that there's room for everyone to congregate around the table.



door style: Elan species: Maple finish: Winter and Alabaster

FOR MORE FINISH OPTIONS:

Visit kitchencraft.com/products



Look at how this built-in banquette seating creates a cozy yet chic dining area that's as perfect for after-school homework as it is for a 6-person dinner party. And the best part? It's practical too.

Clever efficiency



Kitchen Craft cabinets have the design floxibility to create beautiful, functional kitchens at any size. This u-shaped kitchen features several deep drawers that provide an abundant amount of storage. To maximize every square inch of space, shallow cabinets have been placed at the end of each cabinet run that face the adjacent living room. This provides additional storage as well as a soft transition between living spaces.

door style: Asher species: Maple finish: Cirrus

door style: Aluminum Frame, Profile 3

finish: Natural Aluminum glass insert: Frost Glass

FOR MORE FINISH OPTIONS:

Visit kitchencraft.com/products





DESIGN TIP

Make a compact space smart and stylish

Keep It Light. If you have a short window like this and space is premium, wall cabinets can be placed above. Frosted glass doors create the illusion that the window extends upward. Lighting inside the cabinets also creates a nice glow at night.

Take A Seat. Extending the countertop on your peninsula is a great way to create an eat-in par area. It's the perfect spot for meals on-the-go or for the kids to do their homework.







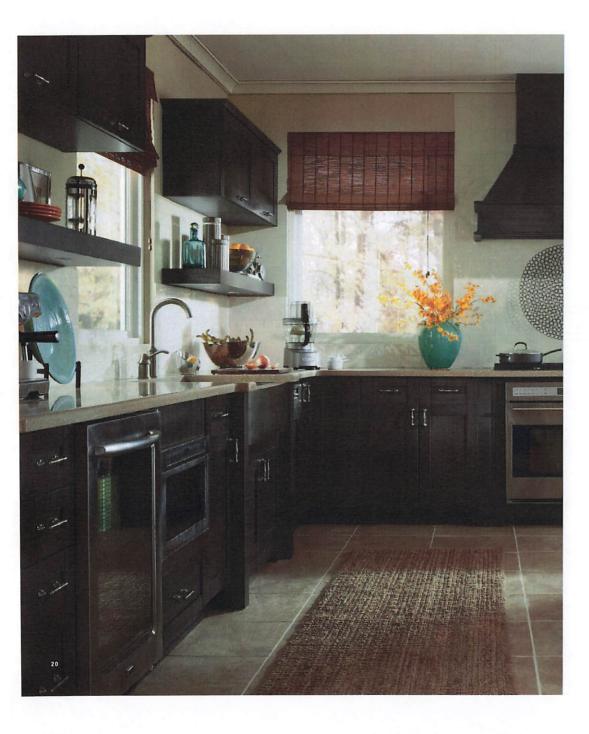


Casual comfort

From the soft taupe paint to the beach planked floor and white cabinets, this shaker kitchen is bathed in a warm, monochromatic colour palette. This was a purposeful design choice as the goal of this renovation was to create a space that is open and welcoming for big family get-togethers.

Double Duty. This island is all business in the front with the dishwasher conveniently placed next to the sink. To save counter space, the microwave has been built into the island as well. The overhang on the back comfortably seats guests for entertaining.

Kitchen Party. This little nook makes an excellent beverage centre. The tall wall cabinets feature glass doors that allow the homeowner to display their beautiful serving dishes and stemware.



A character study

In this kitchen, the homeowners desired a modern take on the rustic farmhouse style. The pairing of the Pearson shaker door style with the Weathered Slate finish brought this look together. The hand brushed technique used to create this finish is in keeping with the grey trend of today, yet the rich character from the brush strokes offers a comfortable heritage feel, adding to that country flavour.

The modern rustic feel is further complemented with the sleek look of the open shelving and this stunning wood hood. Its presence grounds the room while exuding charm.

door style: Pearson species: Maple finish: Weathered Slate







Refined elegance

Featured in Soho Ore, this striking vanity is a modern take on mid century design with its black streamlined woodgrain texture. Installing the wall hung vanity within this niche creates a floating, airy affect.



style tip

The retro vibe of this bath is elevated with this vintage graphic wallpaper and sparkling chrome accents. The high contrasting white solid surface and vessel bowl sink sets off this brilliant vanity.

door style: Soho species: Thermofoil

finish: Woodgrain Textured Ore

FOR MORE FINISH OPTIONS:

Visit kitchencraft.com/products

Built with Confidence

Rest assured, your investment is protected for as long as you own your home. We stand behind the craftsmanship of each cabinet with a Lifetime Warranty. be first and foremost. That's why Kitchen Craft provides durability you can count on. When it's your forever home, the physical structure and rigidity of your cabinets should





▲ ALL PLYWOOD UPGRADE

All plywood components meet ANSI/ HPVA HP-1 standards, and may contain MDF or particleboard.



Wood Dovetail Drawer Box Is Standard
All Kilchen Craft cabinets feature full extension dovetail
drawer boxes with under-mount SmartStop** guides. You're guaranteed a gentle close every time!

Deep Wall Cabinets.

The standard interior depth of our wall cabinets is 11 3/4*. This gives you the storage flexibility you need for your oversized plates and serving dishes.

specifications	cations	STANDARD	ALL PLYWOOD UPGRADE*
WALL DEPTH	12 5/8" exterior depth		
	11 3/4" interior depth		
SIDES	5/8" furniture board sides		
	5/8" plywood" sides		
TOP & BOTTOM	5/8* furniture board top and bottom		
	5/8" plywood" top and bottom		
BACK	3/16" hardboard back with 5/8" thick mounting strips		
	3/16" plywood" back with 5/8" thick mounting strips		
SHELVES	5/8* adjustable furniture board shelves		
	5/8* adjustable plywood* shelves		•
INTERIOR	White or Natural melamine cabinet interior	•	
	Natural plywood* cabinet interior		
HINGE**	Fully concealed, six-way adjustable Smart Stop" soft-closing hinge		
	170* hinge	Upgrade	Upgrade
DRAWER**	Hardwood dovetail drawer with undermount, full extension SmartStop ¹⁶ guides		
	Metal drawer with undermount, full extension SmartStop "guides	Optional	Optional



Metal Drawer Box Option
Our Metal Drawer Box option offers the same features of
the dovetail drawer but, with sleek double wall metal sides.
It's the perfect choice for a clean, contemporary kitchen.



Melamine Drawer Box Option
Our Melamine Drawer Box option offers the same features as the dovetail drawer box with the choice of a white or natural finish to match your cabinet interior.

Let's Nest

Our homes have become our sanctuary, where we escape the pressures of everyday life. So it only makes sense that the centre of your home, your kitchen, evokes that feeling of comfort every day.

Find your comfort by choosing a door style and perfect complementary finishes for your kitchen.

This legend guide shows which materials each door style and finish are available in.

Maple
 Cherry
 Oak

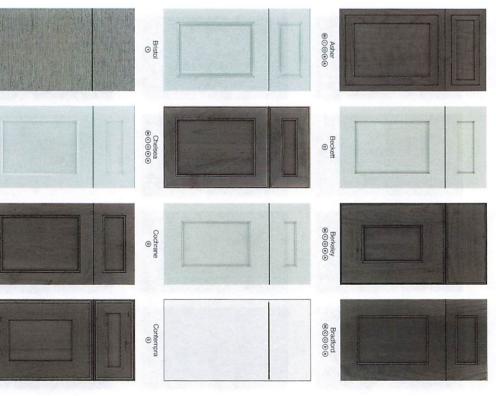
© Oak
© Rift Oak

Rustic Alder
 Bamboo
 MDF

MDF
 Thermotoil
 PureStyle*
 Melamine
 Acrylic

CHOOSE WHAT YOU LOVE DOOR VISUALIZER kitchencraft.com/products your favourites to collect all of your top picks! profile, species and colour combination. Use you will be able to select the exact cabinet door explore our online Door Visualizer Tool. Here, To help you through the selection process,

DOOR STYLES



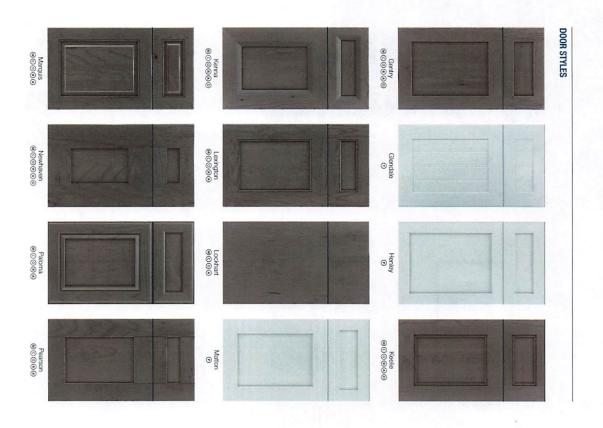
KITCHENCRAFT.COM

Contempra Horizontal (i)

Coventry ①

Delaney (©) (©) (©)

Elan @0000





31

PAINTS







30

PRETTY IN PINK

Any paint colour you desire for your cabinetry is possible - even the hottest pink!

Available on Maple and MDF door styles, Kitchen Craft offers the ultimate in flexibility with our Custom Colour Program. Find a colour that inspires you, choose a paint chip from any paint manufacturer that represents that colour, and we will match it!



CUSTOM COLOUR kitchencraft.com/get-started/ design-your-room/custom-color

PAINTS WITH GLAZES



HAND BRUSHED FINISHES



3 Not available on Lockhart and Summit

When a painted finish is specified, the center panel may be constructed of Medium Density Fiberboard (MDF). MDF provides a smoother finish when painted, and is more resistant to warping, expansion, and contraction.

WOOD STAINS





KITCHEN VISUALIZER
kitchencraft.com/kitchenvisualizer

COLOUR THEORY

Visualizer Tool allows you to mix door styles and on your base cabinets? Our online Kitchen colours to find your personal look. light stain on your wall cabinets and a blue paint Wondering what it would look like to have a

Maple
 Charry
 Oak
 Adar
 Attack Adder
 Martic Adder
 Martic Adder
 Martic Adder
 Martic
 Adar
 Martic
 Marmolal
 Marmine
 Adarytic

countertop, backsplash, flooring and appliance

colour that will pair nicely with your cabinetry.

Complete your mood board by selecting the

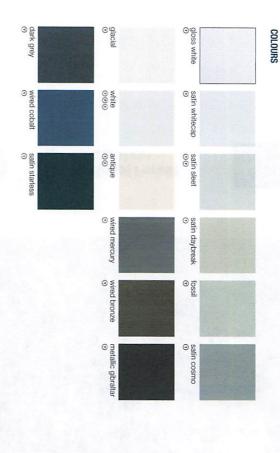
HAND BRUSHED FINISHES

WOOD STAINS WITH GLAZES



weathered slate ©@0



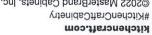








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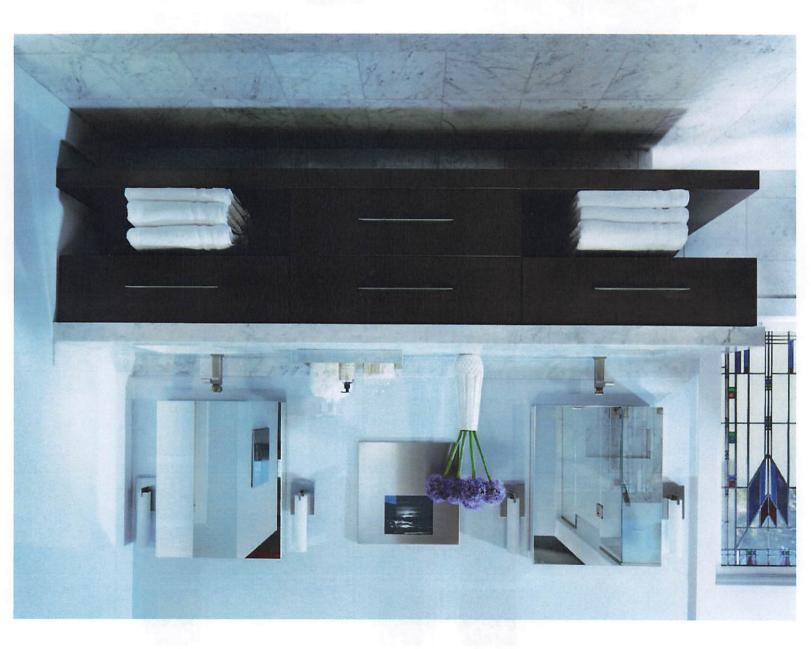












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